Prepared by:

Alan L. Saturn, Attorney
212 Third Avenue, North
Nashville, TN 37201

Davidson County DEEDMAST
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MASTER DEED ESTABLISHING A HORIZONTAL PROPERTY REGIME FOR EASTWOOD VILLAGE

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MASTER DEED FOR EASTWOOD VILLAGE

THIS MASTER DEED is made this 11TH day of June, 2007, by EASTWOOD VILLAGE PARTNERSHIP for itself, its successors or assigns, wherein the Developer makes the following declarations and submissions.

1. PURPOSE. The purpose of this Master Deed is to submit the land described in Paragraph 3, and the improvements thereon to the regime established by Chapter 27 of Title 66 of Tennessee Code Annotated, thereby establishing a horizontal property regime.

2. NAME AND ADDRESS. The name by which this horizontal property regime is to be identified is EASTWOOD VILLAGE and it is located at 1510 A and B, 1512 A and B and 1514 A and B Cahal Avenue, Nashville, Tennessee 37206.

3. SUBMISSION OF THE PROPERTY. The Developer hereby submits the following described property together with the buildings and improvements thereon, owned by the Developer in fee simple absolute, to the provisions of Chapter 27 of Title 66 Tennessee Code Annotated, hereby establishing a horizontal property regime. The property and the location of the units is described as follows:

> Land in Davidson County, Tennessee, being Lot Nos. 28, 29 and 30, on the Map of Porter Road Subdivision of Lots Nos. 2, to 7, inclusive on Shinkles Subdivision, of record in Book 843, page 38, said Register's Office to which reference is here made for a more complete description.
>
> Being the same property conveyed to Eastwood Village Partnership by Deed from CMF Development, LLC, of record as Instrument Number 20070423-0048060, Register's Office for Davidson County, Tennessee.
>
> SEE EXHIBIT A FOR LOCATION OF UNITS AND LIMITED COMMON ELEMENTS.

Prepared By:
Saturn and Mazer Title Services, Inc.
212 Third Avenue, North
Nashville, TN 3720l

4. LAND INCLUDED IN PROPERTY. The land included in the property is also

described in Exhibit "A" hereto which is made a part hereof by reference. Said land will sometimes be referred to as the "Property." The fee simple absolute title in such land is hereby vested in the horizontal property regime hereby established.

5. THE BUILDING AND GROUND AREA. The regime consists of six (6) condominium units. The location of the aforesaid units is reflected on the Plan attached hereto as Exhibit "A". The ground area consists of a lawn and driveway serving each unit.

6. UNITS. Exhibit "A" shows the location of the apartment units and their respective apartment numbers. The word unit and apartment have the same meaning throughout this master deed and by-laws appended hereto, and are used interchangeably.

7. DIMENSIONS OF APARTMENT. Each apartment consists of the area measured horizontally from the center line of the firewall dividing the units outward to the exterior surface of each apartment.

8. USE OF APARTMENTS. Each of the apartments shall be used as a single family residence only.

9. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

(a) The common elements consist of the entire property, land and improvements.

(b) As to each unit the limited common elements shall consist of the entire property, land and improvements (excluding supply lines and pipes for utility services), extending from the common center line to the property boundary for the unit.

(c) The interest of each co-owner in the common elements is an equal one-Six (1/6%) undivided interest.

10. ENCROACHMENTS. If any portion of the common element now en-

croaches upon any other apartment, or if any apartment now encroaches upon any other apartment or upon any portion of the common elements, as a result of the construction of a building or any building, or if any such encroachment shall occur hereafter as a result of settling or shifting, a valid easement for the encroachment and for the maintenance of the same so long as such building stands, shall exist. In the event such building, an apartment, any adjoining apartment, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any apartment or of any apartment upon any other apartment or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as any such building shall stand.

11. APARTMENTS SUBJECT TO MASTER DEED, BY-LAWS, AND RULES AND REGULATIONS. All present and future co-owners and tenants of apartments shall be subject to and shall comply with the provisions of this Master Deed, By-Laws, and Rules and Regulations appended hereto. The acceptance of a deed of conveyance, devise, inheritance or the entering into of a lease of an apartment or entering into occupancy of an apartment, shall constitute an agreement that the provisions of this Master Deed, By-law provisions and Rules and Regulations are accepted and ratified by each co-owner and tenant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment, as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

12. AMENDMENT. This Master Deed may be amended by a deed of amendment joined in by co-owners representing at least two-thirds (2/3) percent of the total then existing apartments in the horizontal property regime, which deed shall be recorded in the Register's Office of Davidson County, Tennessee.

13. WAIVER. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may occur.

14. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and neither define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

15. GENDER. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the parties, owners of the six units in said condominium, have executed this Master Deed with attached By-Laws and Exhibit A at Nashville, Davidson County, Tennessee, on the day and date first above written.

EASTWOOD VILLAGE PARTNERSHIP

By: _____
CHRISTOPHER FLOWERS, Partner

By: _____
FRANK BRYANT, Partner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named CHRISTOPHER FLOWERS and FRANK BRYAN, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged themselves to be the General Partners of EASTWOOD VILLAGE PARTNERSHIP, and executed this instrument on behalf of EASTWOOD VILLAGE PARTNERSHIP, by signing the name of the Partnership by themselves as General Partners.

WITNESS my hand and official seal at Nashville, Tennessee, this the 11 day of June, 2007.

NOTARY PUBLIC

My Commission Expires: 7/24/2010

ALAN L. SATURN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 24, 2010

BY-LAWS

OF

EASTWOOD VILLAGE

(A HORIZONTAL PROPERTY REGIME)

Nashville, Davidson County, Tennessee

ARTICLE I

FORM OF APARTMENT ADMINISTRATION

SECTION 1. Apartment Unit Ownership. The property located at 1510 A and B, 1512 A and B and 1514 A and B, Cahal Avenue, Nashville, Tennessee 37206 has been submitted to the Provisions of Chapter 27 of Title 66 of Tennessee Code Annotated by a Master Deed recorded in the Register's Office of Davidson County, Tennessee, simultaneously herewith, to which these By-Laws are appended to and recorded with, and shall hereinafter be known as

EASTWOOD VILLAGE, hereinafter called the Condominium

SECTION 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein, shall include the land, the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, all of which are submitted to the provisions of said Chapter 27 of Title 66 of Tennessee Code Annotated.

SECTION 3. Application. These By-Laws and each change made in accordance herewith and pursuant to Tennessee Code Annotated, Sections 66-27-111 and 66-27-112, are and shall be covenants running with each apartment and binding on each successive co-owner, lessee or mortgagee of each apartment in the Condominium. All present and future owners, mortgagees, lessees and occupants of apartments and their employees, and any other persons who may use the facilities of the property in any manner are subject to these By-Laws, the Master Deed and the Rules and Regulations. The acceptance, whether from Developer or a co-owner, of a deed or conveyance, or mortgage, or the entering into of a lease with the Developer or a co-owner, or the act of occupancy of an apartment shall constitute a covenant and an agreement by the grantee, conveyee, mortgagee, lessee or occupant that these By-Laws, the Rules and Regulations and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified, and will be complied with, and further, that he will make the provisions herein known to any subsequent purchaser, lessee or mortgagee.

SECTION 4. Office. The office of the Condominium and of the Board of Managers shall be located at such location as the Board of Manager may from time to time designate.

ARTICLE II

BOARD OF MANAGERS

SECTION 1. Number and Qualifications. The affairs of the Condominium shall be governed by a Board of Managers composed of six persons all of whom shall be owners or spouses of owners of apartments; or, in the case of partnership owners, shall be members or employees of such partnership; or, in the case of corporate owners, shall be officers, stockholders or employees of such corporations.

SECTION 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the condominium and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Managers by the co-owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the common elements in Accordance with the other provisions of these By-Laws. The granting of permits, licenses and easements over the Common Area as deemed necessary by the Board for utilities, roads and other purposes reasonably necessary for the proper maintenance or operation of the condominium project.

(b) Determination of the common expenses required for the afffairs of the Condominium including, without limitation, the operation and maintenance of the property.

(c) Collection of the common charges from the co-owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.

(e) Adoption and amendments of rules and regulations covering the details of the operation and use of the property.

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Obtaining of insurance for the property, including the apartments, pursuant to the provisions of Article V, Section 3, hereof.

(h) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the property, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings. Maintenance of the easements for ingress and egress as shown on Exhibit A and maintenance of all of the condominium property with respect to cutting of grass and maintenance of the fences shall also be the responsibility of the Board of Managers.

(i) To enforce, by legal means, the provisions of the Horizontal Property Act, Master Deed, this Charter, the By-Laws and the regulations for the use of the townhouse property;

SECTION 3. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or telegraph, at least three (3) days (excluding Saturdays, Sundays and bank holidays recognized in Nashville, Tennessee), prior to the day named for such meeting.

SECTION 4. Special Meetings. Special meetings of the Board of Managers may be called by any member on five (5) business days' notice to each member of said Board of Managers, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Said notice may be hand delivered.

ARTICLE III

CO-OWNERS

SECTION 1. Annual Meetings. The annual meetings of the co-owners shall be held during the first fifteen (I5) days of March of each succeeding year. At such meetings, the members of the Board of Managers to be elected shall be elected in accordance with the requirements of Article II of these By-Laws. The co-owners may transact such other business at such meetings as may properly come before them.

SECTION 2. Place of Meetings. Meetings of the co-owners shall be held at the principal office of the condominium or at such other suitable place convenient to the co-owners as may be designated by the Board of Managers.

SECTION 3. Special Meetings. Any co-owner may call a special meeting of the co-owners upon two (2) business days written notice. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless agreed to by all co-owners.

SECTION 4, A majority vote shall be required on all business transacted.

ARTICLE IV

OFFICERS

SECTION 1. Designation. The principal officers of the Condominium shall be the President and Secretary-Treasurer, both of whom shall be elected by the Board of Managers.

SECTION 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Managers at the first meeting of each fiscal year, and shall hold office at the pleasure of the Board of Managers.

SECTION 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

SECTION 4. President. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the co-owners and of the Board of Managers. He shall have all of the powers and perform those duties vested in him by the Board of Managers.

SECTION 5. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Council of Co-owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall perform such other duties as the Board of Managers shall impose upon him and such functions as are generally performed by a Secretary of a business corporation. He shall also have the responsibility for Condominium funds and securities and shall be responsible for keeping in chronological order, full and accurate financial records and books of account showing all receipts and disbursements affecting the building and specifying the maintenance and repair expenses of the common elements and any other expenses incurred and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation and perform such other duties as the Board of Managers shall impose upon him, and such other functions as are generally performed by a Treasurer of a business organization.

SECTION 6. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

ARTICLE V

OPERATION OF THE PROPERTY

SECTION 1. Restrictions on Use of Apartments. In order to provide for congenial occupancy of the property and for the protection of the values of the apartments, the use of the property shall be restricted to and shall be in accordance with the following provisions.

(a) Each of the apartments shall be used for single family residences only.

(b) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of apartments.

(c) No nuisances shall be allowed on the property nor shall any use of practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or property use of the property by its residents.

(d) No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the respective co-owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the property.

(e) No portion of an apartment (other than the entire apartment) may be rented, and no transient tenants may be accommodated therein.

(f) No sale of any kind shall be conducted on the premises except to sell the personal effects of a deceased co-owner or tenant of his or her spouse; provided, however, that such permitted sale shall be conducted for no longer than two consecutive days and between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 2. Additions, Alterations or Improvements by Co-owners. Any additions, alterations or improvements in or to his apartment may be made by any co-owner without the prior written consent thereto of the Board of Managers and shall comply with applicable building and zoning codes. A lien for labor or materials shall attach to such co-owner's interest in the Condominium and not to the Condominium as a whole.

SECTION 3. Insurance and Repairs. Each unit owner shall pay for the maintenance, upkeep and repair of each unit and shall be responsible for maintaining and paying for fire, hazard, liability and other types of insurance such unit owner deems necessary to insure their interest in their unit and the limited common elements benefiting their unit. In the event any owner fails to properly maintain the insurance set forth above, the association may, at its discretion, assume such responsibility and such instance the affected unit owner shall reimburse the Association for any expense incurred by the Association within ten (10) days of receipt of an invoice from the Association for such expense. Each unit owner shall provide the Board of Managers with a copy of its in force and full paid evidence of insurance on an annual basis showing the Association as a loss payee on said certificate.

If the individual owners' policies do not include sufficient liability coverage,the Board of Managers shall be required to obtain and maintain, to the extent obtainable, public liability insurance, covering all parties involved in said Horizontal Property Regime.

SECTION 4. Utilities. Utilities serving the apartments shall be provided by separate meters to those apartments and paid by the owner of each apartment on an individual basis. Any utilities serving the common elements, shall be paid by the co-owners as a common charge and included in their common expenses as assessed by the Board of Managers.

SECTION 5. Special Requirement for 1510B, 1512B and 1514B Cahal. The owners of the units captioned herein are required to install and maintain High Volume Dryers which will provide proper ventilation in their units as required by the Department of Codes of the Metropolitan Government of Nashville and Davidson County. (See attached Exhibit _____ attached hereto)

ARTICLE VI

SALES, LEASE AND MORTGAGES OF UNITS

SECTION 1. No Severance of Ownership. The interest, rights and privileges to which a co-owner is entitled by reason of the ownership of an apartment are herein designated Appurtenant Interests and include, but are not limited to: an undivided interest in the common elements of the horizontal property regime, the rights and privileges to use and enjoy the common elements, the right to attend and to vote at the meetings of co-owners and the interest of a co-owner in any other assets of the horizontal property regime. No co-owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his apartment without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any apartment may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all apartments.

ARTICLE VII

CONDEMNATION

SECTION 1. Condemnation. In the event of a taking in condemnation or by eminent domain of a part of the common elements, the Board of Managers shall represent the co-owners in any proceedings or negotiations, settlements, or agreements. The award made for such taking shall be payable to the Board of Managers and be distributed to unit owners in proportion to the effect of the taking on each owner's unit. If the Board of Managers cannot agree, the matter shall be resolved according to the Dispute Resolution provisions of Article IX hereof.

ARTICLE VIII

FURTHER ASSURANCE TO MORTGAGEE

SECTION 1. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

SECTION 2. No provision of these By-Laws or the Master Deed is intended to give a condominium unit owner, or any other party, priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

SECTION 3. A first mortgagee, upon request, will be entitled to written notification from the homeowners association of any default in the performance by the individual unit Borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days.

SECTION 4. The first mortgagee shall also be entitled to timely notice of any condemnation loss or casualty loss which affects a material portion of the project or of the unit secured by mortgagee in favor of said first mortgagee. A first mortgagee shall likewise be entitled to notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association, as well as any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE IX

ASSESSMENTS

SECTION 1. An annual assessments may be made every twelfth (12^{th}) month or as otherwise determined by the Board, and, if made shall be payable in twelve (12) equal payments due on the first day of each month of the year for which the assessment is made. The Board shall provide the Unit Owners with a copy of the proposed Association budget at least twenty (20) days prior to the adoption of such budget. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the same amount as the immediately preceding annual assessment.

SECTION 2. If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the Unit Owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Unit Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

SECTION 3. In the event that during the course of any year it shall appear to the Board of Directors that the annual assessment, payable monthly, determined as aforesaid, is insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board of Directors shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be Furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget, and such supplemental assessment shall be paid in a time and manner directed by the Board of Directors.

SECTION 4. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. The Directors may contract with a Managing Agent to provide that the Managing Agent shall collect as assessments from Unit Owners and other monies of the Association and disburse Association Funds pursuant to the terms of such contract; provided, however, all employees of the Managing Agent handling or responsible for Association funds must be covered by fidelity bonds as set forth below in subparagraph (f). The signatures of two officers of the Association or in the event a Managing Agent is employed, the Signatures of at least one Board member and one management employee specified in the contract, shall be required to sign any check in excess of $1,000.00. All reserve funds of the Association shall be kept in a separate bank account and all checks written on such account shall be signed by at least two officers of the Board or the Managing Agent. If there is no Managing Agent, the signatures of two officers shall be sufficient.

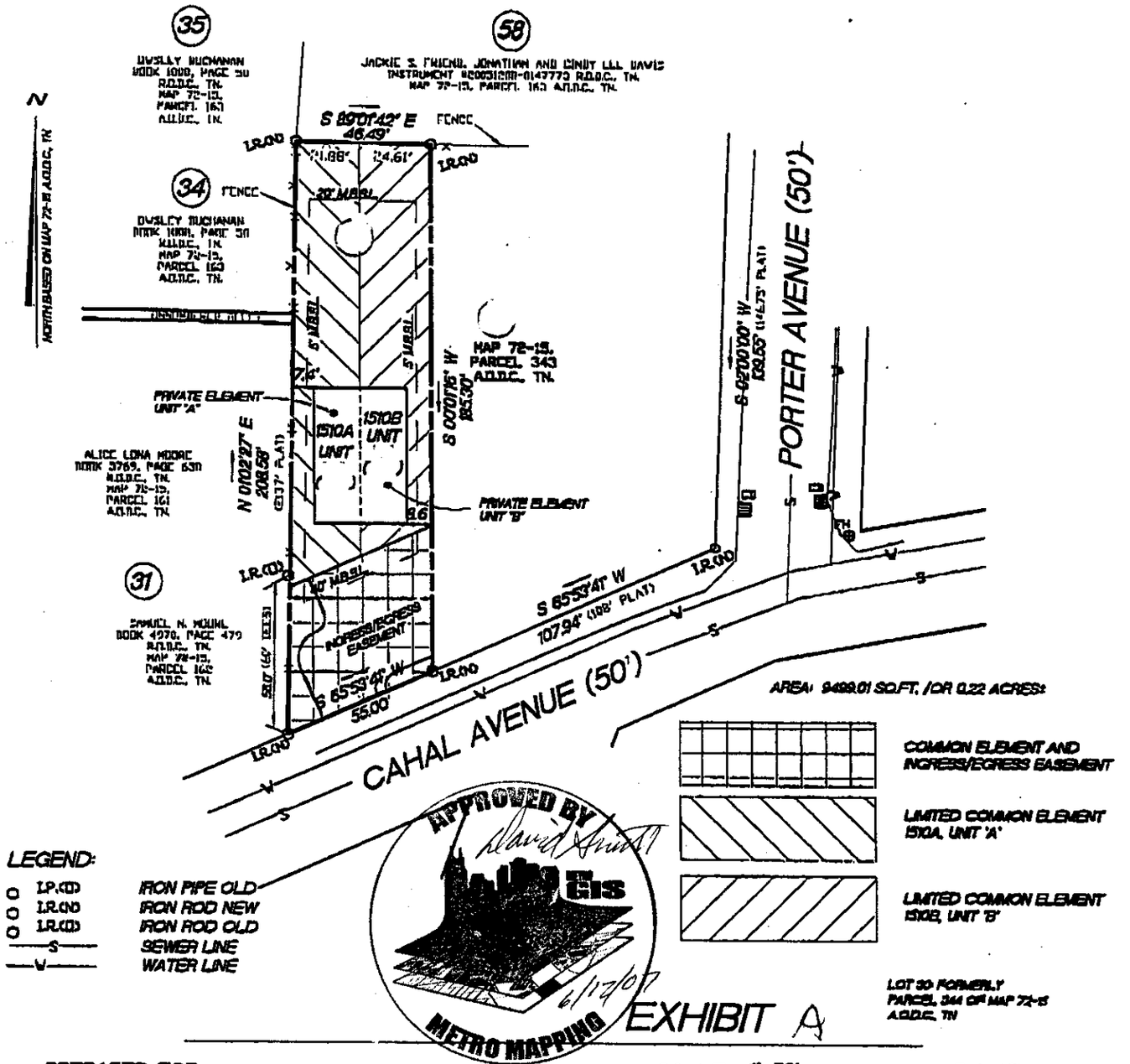
SECTION 5. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than one hundred twenty (120) days following the year for which the report is made.

SECTION 6. Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds in the event the Association accumulates more than $10,000.00 in funds in its accounts. The amount of such bonds shall be determined by the Directors, but shall be at least one-fourth (1/4) of the amount of the total annual assessments against members for Common Expenses plus the amount of the reserve account. The premiums on such bonds shall be paid by the Association. The Managing Agent shall be required to provide satisfactory evidence that all employees handling Association funds are protected by a bond naming the Association as the insured.

SECTION 7. The Board of Directors shall cause to be kept detailed and accurate records in chronological order of its receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board of Directors may determine.

SECTION 8. The Board shall, upon receipt of ten (10) days written notice to the Association and upon payment of a reasonable fee, furnish any Unit Owner a statement of his accounts setting forth the amount of any unpaid assessment or other charges due and owing from such Unit Owner.

SECTION 9. No assessments whatsoever shall be paid by the Declarant.



PREPARED FOR:

SCALE 1"=50' DATE: 5-9-07

ORDER# 294-35-7

PROPERTY LOCATED:

1510A-B CAHAL AVENUE, 7TH COUNCILMANIC DISTRICT, NASHVILLE, DAVIDSON COUNTY, TENNESSEE

LAND DESCRIPTION:

LOT 30 ON THE MAP OF PORTER ROAD SUBDIVISION OF THE SHINKLE PROPERTY (BOOK 843, PAGE 38 R.O.D.C., TN.)

DEED REFERENCE:

INSTRUMENT #20060413-0042326 R.O.D.C., TN.

ZONE	MAP		FLOOD MAP DATED
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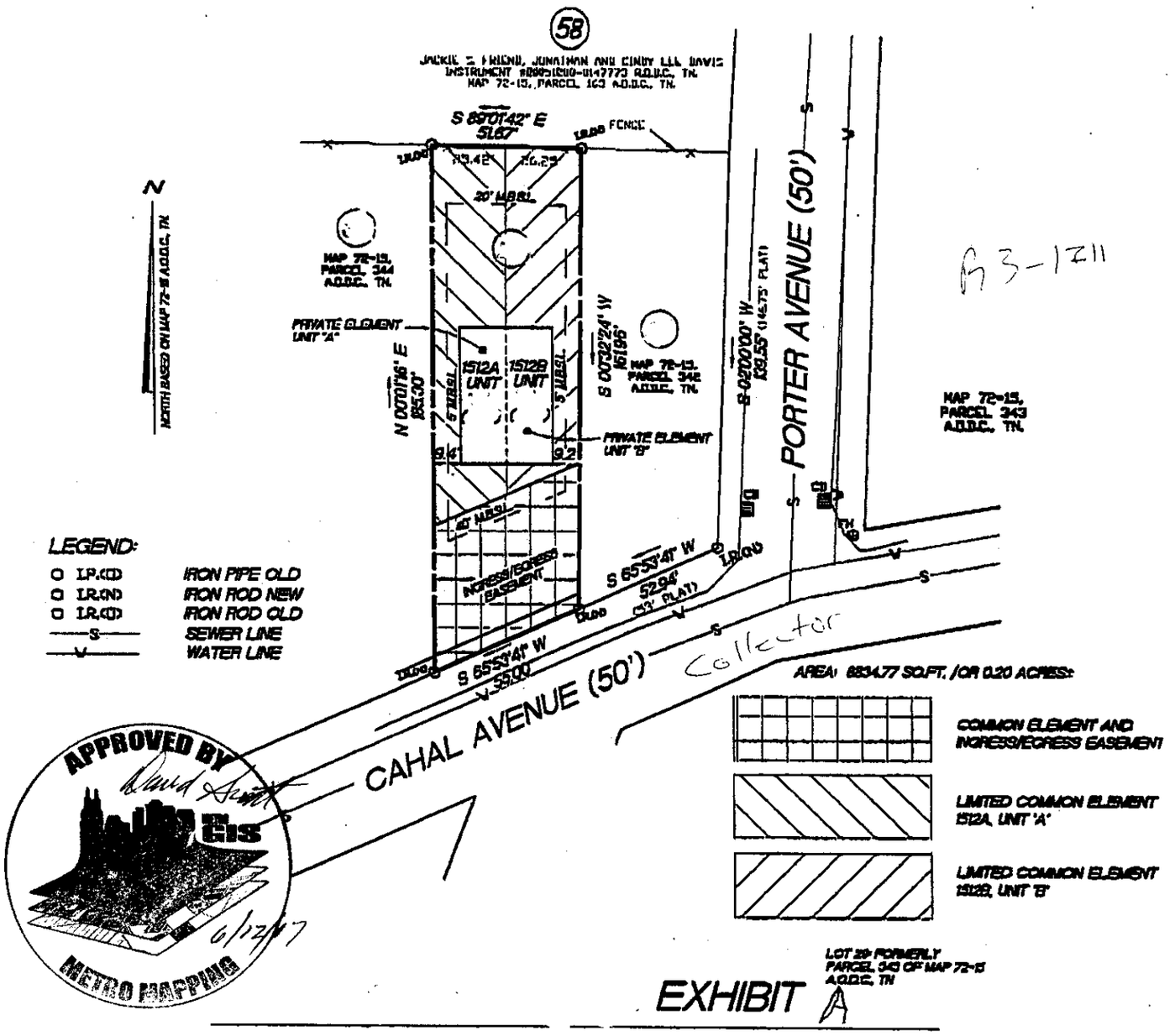
THIS PROPERTY IS NOT LOCATED IN A FEMA-FIRM SPECIAL FLOOD HAZARD AREA BY MAPS AVAILABLE TO ME AT THIS TIME.

60 0 30 100
GRAPHIC SCALE (IN FEET) 1" = 60'

JOHN ALAN HOOD
LAND SURVEYOR
XVI
AGRICULTURE
TENNESSEE NO. 1838

Map 72-15
Parcel 344

Campbell, McRae and Assoc. Surveying, Inc.
2918 BERRY HILL DRIVE
NASHVILLE, TENNESSEE 37204
PHONE (615) 298-2424 FAX(615)297-2828



APPROVED BY
Metro GIS
6/12/07
METRO MAPPING

EXHIBIT A

PREPARED FOR:

SCALE 1"=50' DATE: 5-9-07

ORDER# 294-35-7

PROPERTY LOCATED:
1512A-B CAHAL AVENUE, 7TH COUNCILMANIC DISTRICT, NASHVILLE, DAVIDSON COUNTY, TENNESSEE

LAND DESCRIPTION:
LOT 29 ON THE MAP OF PORTER ROAD SUBDIVISION OF THE SHINKLE PROPERTY (BOOK 843, PAGE 38 R.O.D.C., TN.)

DEED REFERENCE:
INSTRUMENT #20060413-0042326 R.O.D.C., TN.

ZONE	MAP		FLOOD MAP DATED
"X"	470040	0228 F	4-20-01

THIS PROPERTY IS NOT LOCATED IN A FEMA-FIRM SPECIAL FLOOD HAZARD AREA BY MAPS AVAILABLE TO ME AT THIS TIME.

50 0 50 100
GRAPHIC SCALE (IN FEET) 1" = 50'

JOHN ALAN HOOD
LAND SURVEYOR
TENNESSEE NO. 1838

Campbell, McRae and Assoc. Surveying, Inc.
2918 BERRY HILL DRIVE
NASHVILLE, TENNESSEE 37204
PHONE (615) 298-2424 FAX(615)297-2828

Map 72-15
Parcel 343

A3-1211

Collector

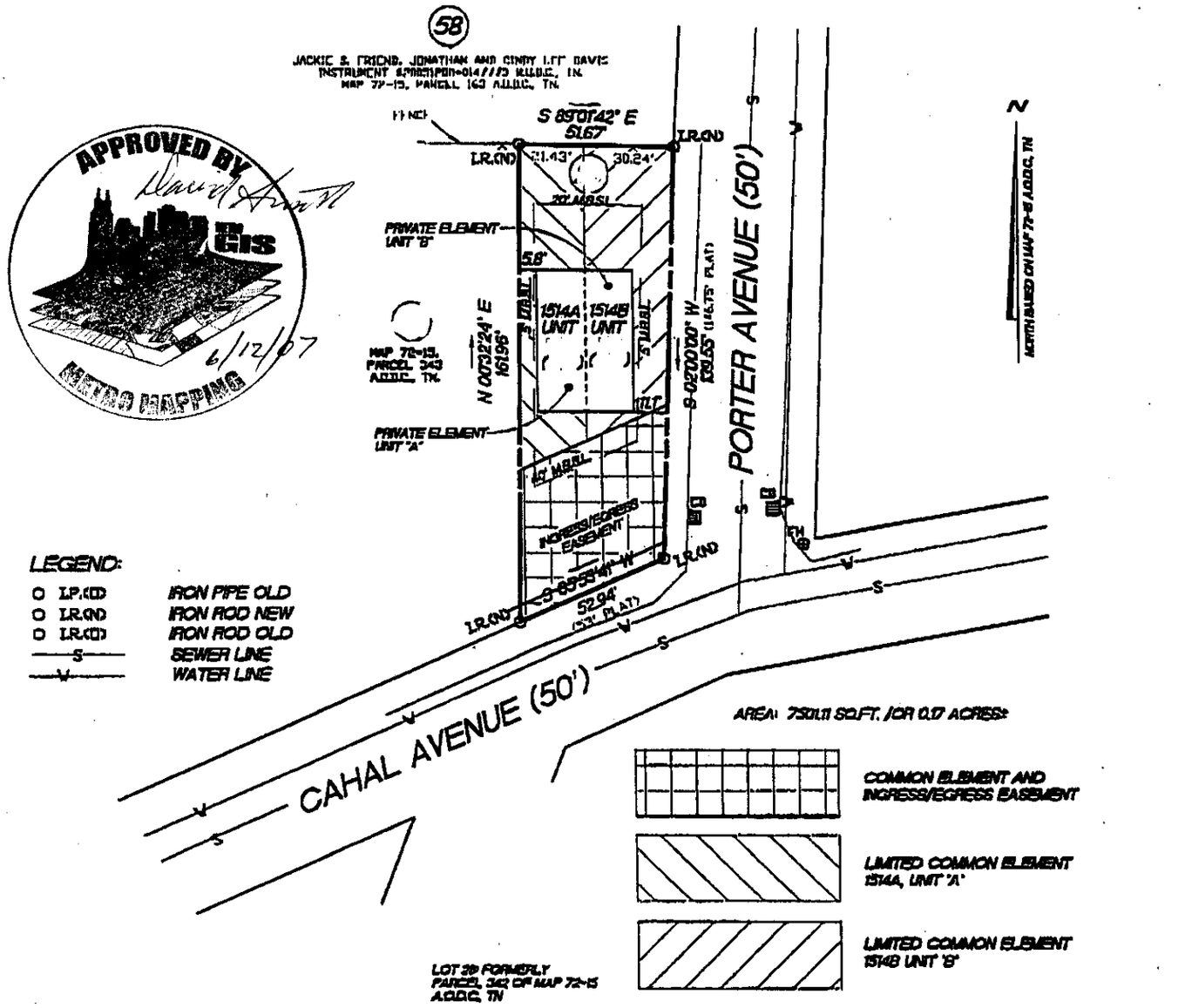


EXHIBIT A

PREPARED FOR:

SCALE 1"=50' DATE: 1-17-07

PROPERTY LOCATED:
1514A-B PORTER ROAD, 7TH COUNCILMANIC DISTRICT, NASHVILLE, DAVIDSON COUNTY, TENNESSEE

LAND DESCRIPTION:
LOT 28 ON THE MAP OF PORTER ROAD SUBDIVISION OF THE SHINKLE PROPERTY (BOOK 843, PAGE 38 R.O.D.C., TN.)

DEED REFERENCE:
INSTRUMENT #20060413-0042326 R.O.D.C., TN.

Map 72-15
Parcel 342

ORDER# 294-35-7

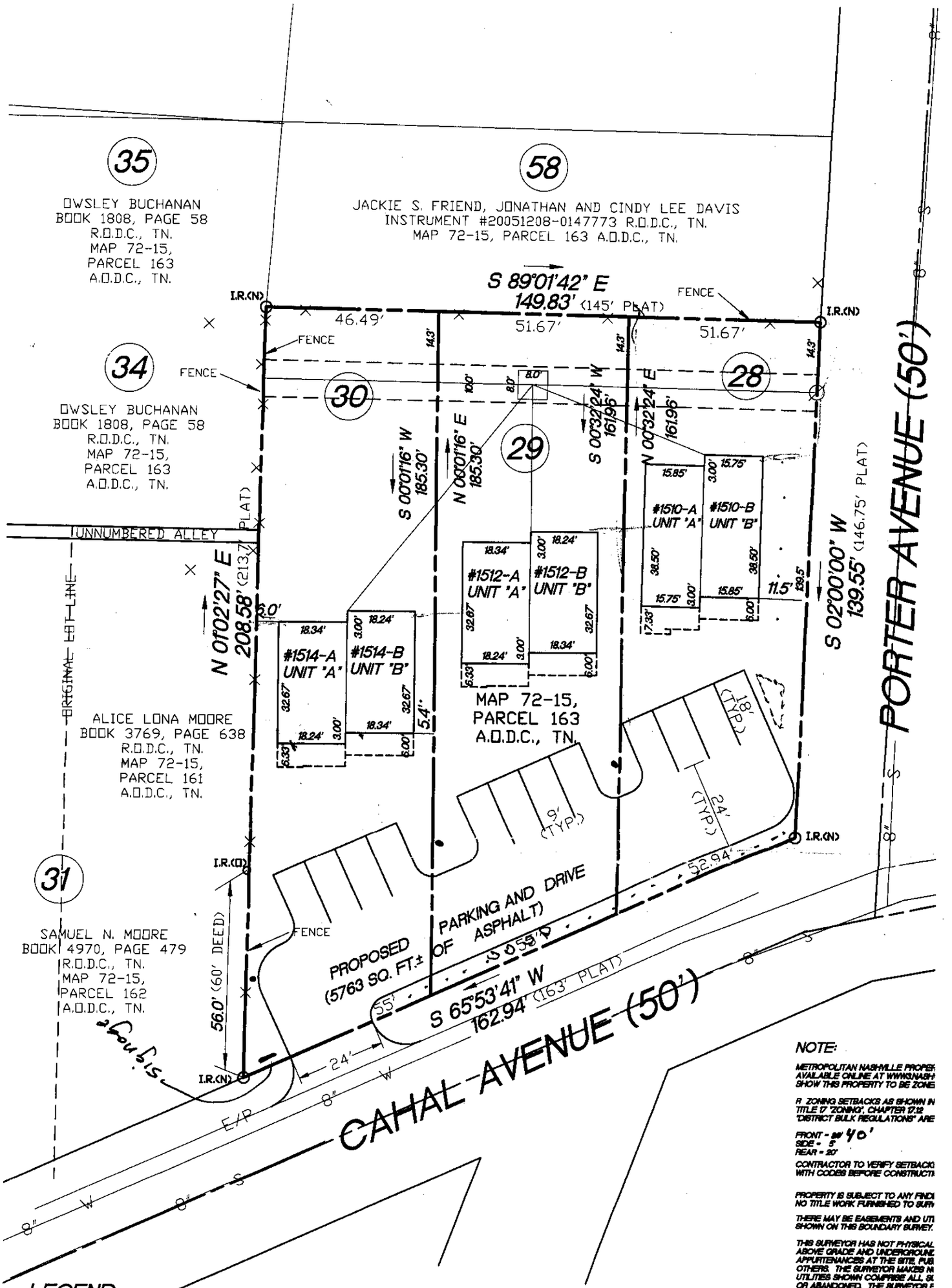
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ZONE "X"	470040 0228 F	4-20-01

THIS PROPERTY IS NOT LOCATED IN A FEMA-FIRM SPECIAL FLOOD HAZARD AREA BY MAPS AVAILABLE TO ME AT THIS TIME.

50 0 50 100
GRAPHIC SCALE (IN FEET) 1" = 50

JOHN ALAN HOOD LICENSED LAND SURVEYOR AGRICULTURE TENNESSEE NO. 1838

Campbell, McRae and Assoc. Surveying, Inc.
2918 BERRY HILL DRIVE
NASHVILLE, TENNESSEE 37204
PHONE (615) 298-2424 FAX(615)297-2828



NOTE:

METROPOLITAN NASHVILLE PROPER
AVAILABLE ONLINE AT WWW.NASH
SHOW THIS PROPERTY TO BE ZONE

R ZONING SETBACKS AS SHOWN IN
TITLE 17 "ZONING", CHAPTER 17.12
"DISTRICT BULK REGULATIONS" ARE

FRONT - ~~30'~~ 40'
SIDE - 5'
REAR - 20'

CONTRACTOR TO VERIFY SETBACK
WITH CODES BEFORE CONSTRUCTI

PROPERTY IS SUBJECT TO ANY FIND
NO TITLE WORK FURNISHED TO SURV

THERE MAY BE EASEMENTS AND UTI
SHOWN ON THIS BOUNDARY SURVEY.

THIS SURVEYOR HAS NOT PHYSICAL
ABOVE GRADE AND UNDERGROUND
APPURTENANCES AT THE SITE. PUB
OTHERS. THE SURVEYOR MAKES N
UTILITIES SHOWN COMPRISE ALL S
OR ABANDONED. THE SURVEYOR F
UNDERGROUND UTILITIES SHOWN A
THEREFORE, RELIANCE UPON THE
SHOULD BE DONE SO WITH THIS C
VERIFICATION OF EXISTENCE, LOC
PRIOR TO ANY DECISION RELATIVE
OF SERVICE SHOULD BE CONFIRM
IN TENNESSEE, IT IS A REQUIREMEN
PREVENT ACT", THAT ANYONE WH
KNOWN UNDERGROUND UTILITY OW
TEN (10) WORKING DAYS PRIOR TO
ALSO TO AVOID ANY POSSIBLE HA
TENNESSEE ONE CALL (615) 366

LEGEND:

O I.P.(O)	IRON PIPE OLD
O I.R.(N)	IRON ROD NEW
O I.R.(O)	IRON ROD OLD
—S—	SEWER LINE
—W—	WATER LINE

AREA: 25834.89 SQ.FT. /OR 0.59 ACRES±

BOUNDARY SURVEY

EXHIBIT A

SCALE 1"=30'

MAP

ZONE "X" 470040

THIS PROPERTY IS NOT LOC
SPECIAL FLOOD HAZARD AREA

PREPARED FOR:

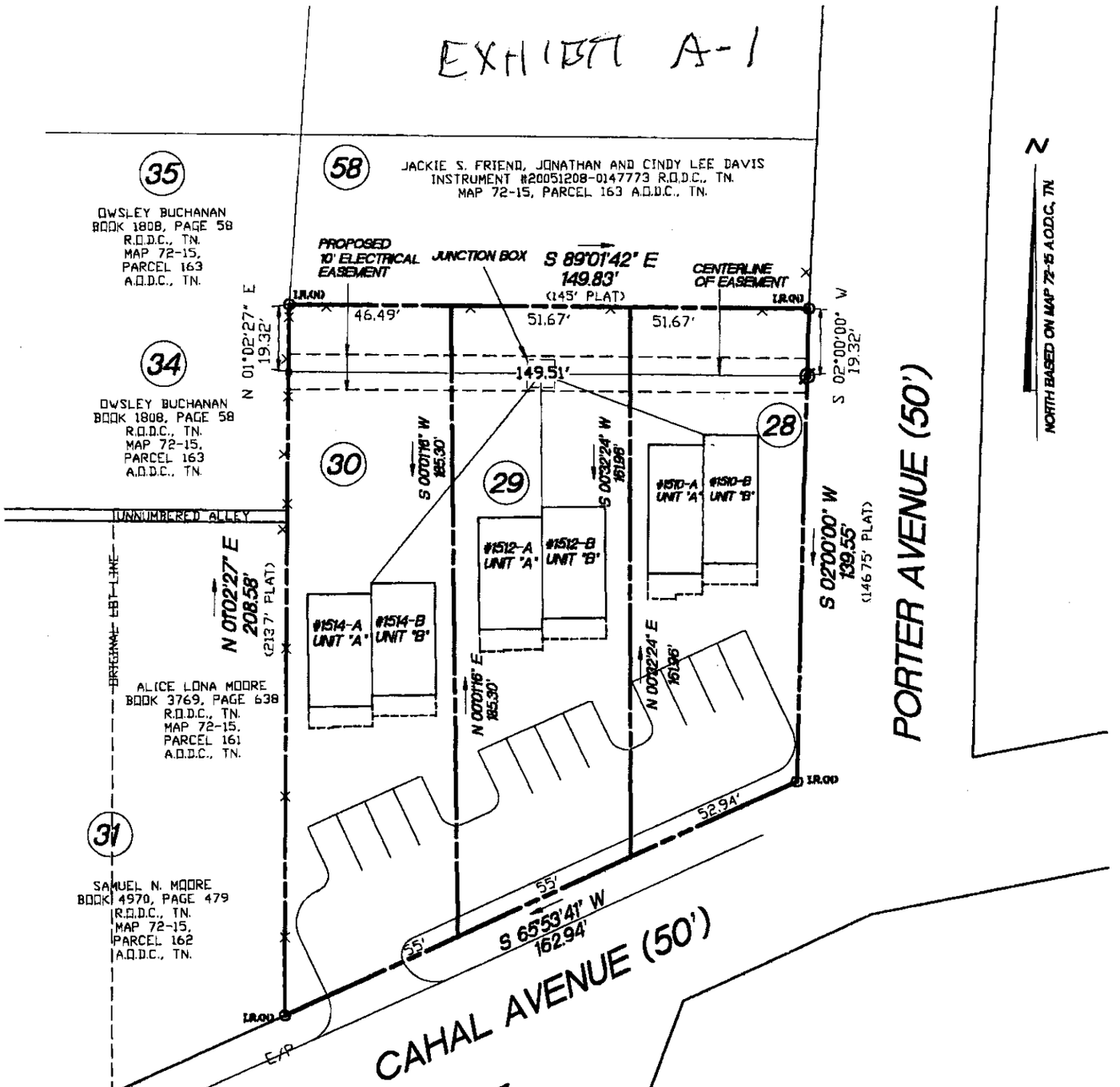
CMF DEVELOPMENT

PROPERTY LOCATED:

1510 PORTER ROAD, 7TH COUNCILMANIC DISTRICT,
NASHVILLE. DAVIDSON COUNTY. TENNESSEE

4-35-1

EXHIBIT A-1



SITE PLAN SHOWING LOCATION OF PROPOSED ELECTRICAL EASEMENT

AREA: 25834.89 SQ.FT. /OR 0.59 ACRES±

SCALE 1"=40' DATE: 1-17-07

LEGEND:

- O I.P.(O) IRON PIPE OLD
- O I.R.(N) IRON ROD NEW
- O I.R.(O) IRON ROD OLD

ORDER# 294-35-7

PREPARED FOR:
CMF DEVELOPMENT

PROPERTY LOCATED:
NORTHWEST CORNER OF PORTER AVENUE, AND CAHAL AVENUE, 7TH COUNCIL DISTRICT NASHVILLE, DAVIDSON COUNTY, TENNESSEE

LAND DESCRIPTION:
LOTS 28, 29 AND 30 ON THE MAP OF PORTER ROAD SUBDIVISION OF THE SHINKLE PROPERTY (BOOK 843, PAGE 38 R.O.D.C., TN.)

DEED REFERENCE:
INSTRUMENT #20060413-0042326 R.O.D.C., TN.

JOHN ALAN HOOD LICENSED LAND SURVEYOR TENNESSEE NO. 1838

1-17-07

Campbell, McRae and Assoc. Surveying, Inc.
2918 BERRY HILL DRIVE
NASHVILLE, TENNESSEE 37204
PHONE (615) 298-3424 FAX(615)297-3828

LAND LOCATED IN THE 7TH COUNCILMANIC DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE, SAID LAND BEING A 10 FOOT WIDE ELECTRICAL EASEMENT ACROSS LOTS 28, 29 & 30, ON THE MAP OF PORTER ROAD SUBDIVISION OF THE SHINKLE PROPERTY (BOOK 843, PAGE 38 R.O.D.C., TN.) THE CENTERLINE OF SAID 10 FOOT WIDE EASEMENT DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY MARGIN OF PORTER AVENUE, SAID POINT BEING LOCATED S 02°00'00" W 19.32 FEET FROM THE NORTHEAST CORNER OF LOT 28 ON THE MAP OF PORTER ROAD SUBDIVISION OF THE SHINKLE PROPERTY (BOOK 843, PAGE 38 R.O.D.C., TN.); THENCE LEAVING SAID WESTERLY MARGIN, CROSSING SAID LOT 28 AND LOTS 29 & 30 OF SAID PORTER ROAD SUBDIVISION WESTERLY 149.51 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 30, SAID POINT BEING LOCATED S 01°02'27" W 19.32 FEET FROM THE NORTHWEST CORNER OF SAID LOT 30 AND BEING THE WESTERLY TERMINUS OF THE HEREIN DESCRIBED EASEMENT.

EXHIBIT B

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 06/08/07
REQUEST NUMBER: 6069-2080
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 06/08/07 1558
EFFECTIVE DATE/TIME: 06/08/07 1558
CONTROL NUMBER: 0550873

TO:
EASTWOOD VILLAGE HOMEOWNERS ASSOCIATION
7051 HWY 70 S.
NO. 157
NASHVILLE, TN 37221

RE:
EASTWOOD VILLAGE HOMEOWNERS ASSOCIATION
CHARTER - NONPROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CHARTER - NONPROFIT ON DATE: 06/08/07

FROM:
SATURN AND MAZER TITLE SERVICES
212 THIRD AVE NORTH

NASHVILLE, TN 37201-0000

	FEES	
RECEIVED:	$100.00	$0.00
TOTAL PAYMENT RECEIVED:		$100.00

RECEIPT NUMBER: 00004214160
ACCOUNT NUMBER: 00481825

SS-4458

Riley C. Darnell
RILEY C. DARNELL
SECRETARY OF STATE

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CHARTER
(Nonprofit Corporation)

FILED

For Office Use Only
RECEIVED
STATE OF TENNESSEE
2007 JUN -8 PM 3:58
RILEY DARNELL
SECRETARY OF STATE

The undersigned acting as incorporator(s) of a nonprofit corporation under the Tennessee Nonprofit Corporation Act adopts the following Articles of Incorporation.

1. **The name of the corporation is:** EASTWOOD VILLAGE HOMEOWNERS ASSOCIATION

2. **Please complete all of the following sentences by checking one of the two boxes in each sentence:**
   This corporation is a ☐ **public benefit corporation /** ☒ **mutual benefit corporation.**
   This corporation is ☐ **a religious corporation /** ☒ **not a religious corporation.**
   This corporation will ☒ **have members /** ☐ **not have members.**

3. **The name and complete address of the corporation's initial registered agent and office in Tennessee is:**
   CHRIS M. FLOWERS, 7051 Highway 70 S, No. 157, Nashville TN 37221 Davidson
   Name *Street Address* *City* *State, Zip Code* *County*

4. **List the name and complete address of each incorporator:**
   ALAN L. SATURN 212 Third Avenue, North, Nashville, Tennessee 37201
   Name *(Include Street Address, City, State, and Zip Code)*
   Name *(Include Street Address, City, State, and Zip Code)*
   Name *(Include Street Address, City, State, and Zip Code)*

5. **The complete address of the corporation's principal office is:**
   7051 Highway 70 S. No.157, Nashville, Tennessee 37221
   Street Address *City* *State/County* *Zip Code*

6. **The corporation is not for profit.**

7. **If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time are:**
   Date _____, _____, **Time** _____ **(Not to exceed 90 days.)**

8. **Insert here the provisions regarding the distribution of assets upon dissolution:**
   Each unit owner will share in their portion of the common elements as set forth in the Master Deed and By-Laws of EASTWOOD VILLAGE CONDOMINIUM.

9. **Other provisions:** Corporation may perform any acts permissible under Tennessee law, including enforcement of the collection of association dues.

June 8, 2007
Signature Date

Incorporator's Signature
ALAN L. SATURN
Incorporator's Name (typed or printed)

SS-4418 (Rev. 9/04) **Filing Fee: $100** **RDA 1678**

5059 2886

EXHIBIT C

Eastwood Village Partnership
7051 Highway 70 South, #157
Nashville, TN 37221

November 9, 2007

Department of Codes
Metro Office Building
800 Second Avenue South
Nashville, TN 37210

RE: Eastwood Village Subdivision
High Volume Dryer(s)

To Whom It May Concern:

As evidenced by the signatures of the partners below, Eastwood Village Partnership hereby agrees to install and maintain High Volume Dryers for proper ventilation in the following units of Eastwood Village subdivision:

1510 B Cahal, Nashville, Tennessee 37206
1512 B Cahal, Nashville, Tennessee 37206
1514 B Cahal, Nashville, Tennessee 37206

It is further agreed by the parties that Eastwood Village Partnership will give written notification to the buyer(s) of the above units upon the individual sale of said units.

Chris M. Flowers, Partner

Frank Bryant, Partner

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Chris M. Flowers**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, on this 9th day of November, 2007.

KAZ E. ARBOGAST NOTARY Exp. 5/24/08 PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC

My Commission Expires:

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Frank Bryant**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, on this 10th day of November, 2007.

NOTARY PUBLIC

My Commission Expires: Aug. 23, 2011

ROBIN MOORE STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

EXHIBIT D

MAINTENANCE RESPONSIBILITY - SUMMARY

	UNIT OWNER	ASSOCIATION
Air conditioner \ furnace \ water heater	X	
Kitchen appliances	X	
Water leaks (roof, windows)	X	
Structural integrity of building	X	
Common Ground		X
Front and Rear Steps	X	
Exterior doors (repairs \ replacements)	X	
Interior maintenance	X	
Electrical connections and wiring	X	
Mailboxes	X	
Parking Area		X
Plumbing (outside wall to meter)	X	
Plumbing (interior lines)	X	
Painting (exterior - all surfaces)	X	
Patio\Balcony	X	
Roof \ gutter (repair \ replace)	X	
Sidewalks		X
Siding \ exterior trim (repair \ replacement)	X	
Trees (Common Area)		X
Lawn mowing \ tree and scrub trimming		X
Garbage pick-up	X	
Exterior lighting	X	
Windows \ sliding doors \ screens\doors	X	
Privacy Fence		X
Land under each Unit (fee simple)	X	
Anything not shown on this chart		X

Exhibit E

Prepared by:

ALAN L. SATURN, ATTORNEY
212 Third Avenue, North
Nashville, TN 3720l

ATTORNEY'S CERTIFICATE

This document is intended to serve as the attorney's opinion which is required under The terms of Tennessee Code Annotated, Section 66-27-103. The undersigned, Alan L. Saturn, an attorney licensed to practice law in the State of Tennessee, hereby declares That upon the property recording of this certificate and the following additional Documents, all legal requirements for the creation of a Horizontal Property Regime Development under the terms of the Tennessee Horizonal Property Act, Tennessee Code Annotated, Section 66-27-101 et seq. will have been met.

1. **The Master Deed establishing EASTWOOD VILLAGE, a horizontal property regime.**
2. **By-Laws of the Eastwood Village Condominium Homeowners Association, Inc., an owner's corporation.**
3. **The plat for Eastwood Village, a horizontal property regime attached as Exhibit A, hereto.**
4. **The Charter of the Eastwood Village Condominium Homeowners Association, Inc., a townhouse owner's corporation.**

WITNESS my hand this 21st day of November, 2007.

ALAN L. SATURN, Attorney at Law

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, THE UNDERSIGNED, a notary public in and for said County and State, the within named ALAN L. SATURN, Attorney at Law, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand this the 21st day of November, 2007.

Janet S. Davis
Notary Public

My Commission Expires: _____

JANET S. DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAY 24, 2008